



Thank you very much for your recent inquiry.

Attached, please find background information on the available company along with two agreements: A Non-Disclosure Agreement and a Buyer Acknowledgement. The Buyer Acknowledgement defines Piper Group International LLC's role as simply a conduit of information between you and the seller. If you acquire the company and in the rare chance a dispute ever arises between you and the seller, this agreement states you will not include our firm in any such dispute or litigation.

Upon receipt of these signed agreements (via email) and with the consent of our client, we will call you and be free to discuss the identity, location and details of the company. Then if you have a continued interest we will send you the Confidential Offering Memorandum ("COM").

If, after reviewing the COM, you wish to move forward on this acquisition, generally the next step would be an introduction to the seller on a conference call to answer any questions you have. We would request that first you email us a list of questions to be used as the agenda for the conference call. If you then move towards an acquisition of the company as part of this process we will need to verify your financial capability.

If you own or have a portfolio trucking company please fill-in the bottom of page 4. (BUYER ACKNOWLEDGEMENT).

If you are a broker or an intermediary your potential buyer must also sign and return the two agreements.

You can find more information about our firm and the acquisition process at [www.pgillc.com](http://www.pgillc.com). If you have any questions, please call Brent A. Freeman at 503-992-1216

Best Regards,

Brent A. Freeman  
Investment Banker  
Piper Group International, LLC  
[www.brentf@pgillc.com](mailto:www.brentf@pgillc.com)

## Available for Acquisition HVAC Service Company West Coast



### Introduction

Located on the west coast, this profitable company was founded over ten years ago by industry veterans. The company has seen steady growth over the last eleven years. With 75 percent of its revenue generated from service contracts and the remaining 25 percent coming from new construction along with a turnkey management team, it is well positioned to take advantage of future growth opportunities. The current facility has the capacity to support a threefold increase in production. Services range from HVAC, refrigeration, boiler and chiller installation and service to full service, design and installation of EMS, Mechanical Hydronics Systems and Co-generation plants.

### Financial History

Revenues for 2011 were \$4,600,000, a three-year high and an increase of 20 percent over 2010. The EBITDA for 2011 was \$688,000 an increase of \$300,000 over the 2010 results. In addition, gross margins grew by 3.5 percent on an annual basis.

### Growth Opportunity

The owners have identified nine growth opportunities. The company is poised for continued profitable growth with a new owner with a stronger capital structure in place. As the owners wish to remain with the company, the combination of nine growth opportunities, a turnkey management team and a new capital structure, would make this an excellent add-on to an existing platform company or a strategic buyer.

	<u>REVENUES</u>	<u>EBITDA</u>
FY 2011	\$4,602,290	\$687,120
FY 2010	\$3,847,894	\$362,060
FY 2009	\$3,977,663	\$397,323
FY 2008	\$5,199,360	\$583,350

### For More Information Contact

Brent A Freeman

503.620.1800

brentf@pgilic.com

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5 Centerpoints Drive, Suite 400 Lake Oswego, Oregon 97035  
Phone 503.620.1800 Web [www.pgilic.com](http://www.pgilic.com)

# NON-DISCLOSURE AGREEMENT—HVAC Company

\_\_\_\_\_  
("Seller") [Name]

\_\_\_\_\_  
("Recipient")

Seller is willing to disclose Confidential Information to Recipient so that Recipient can evaluate a possible purchase of certain business assets or other strategic transaction (the "Transaction"), but only on the conditions stated in this agreement. Recipient acknowledges that the Confidential Information is of inherent substantial commercial value and has resulted from the investment of considerable time and expense by Seller and Recipient's receipt of same from Seller will place it in a position of having thereby acquired a significant amount of information about Seller, its business affairs, finances, customers, products, and the potential thereof, and consequently greater knowledge and additional advantage than would be otherwise available to Recipient. In consideration of the release of Confidential Information by Seller to Recipient, Recipient, intending to be legally bound, agrees that:

1. Recipient will keep confidential any nonpublic information about the Transaction or about Seller's existing or proposed business, products, or services ("Confidential Information"). Confidential Information may be written, oral, observed during facility tours, embodied in product samples, or in other forms and may or may not constitute the basis of a patentable invention. Examples of Confidential Information are (a) financial information, (b) business plans, (c) development, manufacturing, and pricing information, (d) marketing, customer, and supplier information, (e) the fact that Seller is considering or negotiating the Transaction, and (f) the terms and status of any proposed agreement.
2. Recipient will protect Confidential Information from disclosure by using reasonable care and at least the same care Recipient uses to protect its own Confidential Information. Recipient will notify Seller immediately of any disclosure of Confidential Information not permitted by this agreement, and will cooperate fully with Seller to recover it and limit its dissemination.
3. Recipient may disclose Confidential Information only to such of its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction and are obligated to comply with the restrictions imposed on Recipient by this agreement ("Reviewing Personnel"). A breach of this agreement by any Reviewing Personnel will be deemed a breach by Recipient. The representatives of any limited liability company, corporation or other kind of entity understand and agree that this agreement extends to them personally and not only in their representative capacity. Recipient shall deliver a signed copy of this agreement to each Reviewing Personnel at the time the Reviewing Personnel first receives any Confidential Information.
4. Recipient will not use or allow Reviewing Personnel to use Confidential Information, except to evaluate and negotiate the Transaction. Recipient will cease all use of Confidential Information at Seller's request. Seller retains ownership of all Confidential Information.
5. Recipient will promptly advise Seller of any decision not to proceed with the Transaction. Upon making such a decision, then as requested by Seller, Recipient will either destroy the Confidential Information and all copies thereof or will return all materials furnished by Seller that contain Confidential Information to Piper Group International, LLC, 5 Center pointe Dr. Suite 400, Lake Oswego, OR 97035, and will destroy or deliver to Seller any other materials containing or referring to Confidential Information, including materials prepared by Recipient. Upon request, Recipient will state in writing under oath that it has complied with this section.
6. This agreement does not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient or Reviewing Personnel; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Seller; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Seller, as evidenced by Recipient's written records.
7. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Seller.
8. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Seller and allow Seller a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use its best efforts to limit the dissemination of Confidential Information that is disclosed.
9. This agreement does not require that either party enter into the Transaction or any other business relationship, does not create any agency or partnership between the parties, and does not require that Seller disclose specific Confidential Information.
10. For two years from the date Recipient executes this agreement, Recipient will not as a result of knowledge or information obtained from the Confidential Information or otherwise in connection with a possible Transaction: (i) divert or attempt to divert any business or customer of the Company or any of its affiliates; or (ii) hire or offer to hire any of Seller's employees, other than in connection with an acquisition of Seller with Seller's consent.
11. Recipient acknowledges that its breach of this agreement would cause irreparable harm to Seller's business and that any remedy at law would be inadequate. In the event of a breach under this agreement, Seller will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal or petition for review or any proceeding in bankruptcy court.
12. This agreement is governed by California law, without regard to conflicts of law principles. Recipient irrevocably and unconditionally submits to the exclusive jurisdiction of state and federal courts in Contra Costa County, California in any dispute concerning this agreement, and waives any claim that another forum may be more appropriate or convenient.
13. Delivery of a signed copy of this agreement by fax will have the same effect as delivery of the signed original. All additions or modifications to this agreement must be in writing and executed by both parties.
14. Neither Seller nor any of its representatives or advisors make any representation or warranty as to the accuracy or completeness of the Confidential Information, nor undertake any liability to Seller resulting from Recipient's use of the Confidential Information.
15. Seller's rights under this Agreement shall inure to the benefit of and be enforceable by any party who eventually purchases all or a portion of the business or assets of Seller to which the Confidential Information relates.
16. Recipient will make requests for and receive Confidential Information only through Seller's representative, Piper Group International, LLC. Neither Recipient nor any Reviewing Personnel will contact any employee of Seller by phone, by fax, by mail, in person, or otherwise, at any time, without Seller's prior written consent. Recipient acknowledges this provision is reasonable because of the confidential nature of the Transaction and the Confidential Information.

**Recipient:** \_\_\_\_\_

Company

Address

\_\_\_\_\_  
By

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

# BUYER ACKNOWLEDGEMENT AGREEMENT— HVAC SERVICE COMPANY

THIS BUYER ACKNOWLEDGEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and \_\_\_\_\_ ("Buyer"), and Piper Group International, LLC ("PGI"), an Oregon limited Liability Company.

Piper Group International, LLC ("PGI") is acting as a finder on behalf of a HVAC company ("Seller") This is to confirm, the undersigned or any of its assigns, affiliates or subsidiaries ("Prospective Buyer") acquires a partial or complete interest in the Seller that PGI is currently engaged to sell, and because PGI is only a conduit of information between Prospective Buyer and Seller, if a dispute arises between Prospective Buyer and Seller, Prospective Buyer hereby agrees not to bring any legal actions against PGI in connection with the acquisition of Seller.

A role of PGI is to be a conduit through which Prospective Buyer and Seller can interact and exchange information. In this regard, Prospective Buyer has not relied on any representations of PGI in the evaluation of the offer or decision to purchase. PGI has only been engaged by the Seller to sell the assets. The ultimate structure, asset or stock or equity sale of any transaction will be determined solely by tax and legal counsel of the Seller and Prospective Buyer. Prospective Buyer will sign at closing the Prospective Buyer's Stock Sale Statement, which basically states that if a stock or limited liability company is the structure of the transaction, PGI has not acted in the capacity of a stock or securities broker. A copy of this agreement is available upon request.

BUYER: \_\_\_\_\_ By: \_\_\_\_\_

Sign

Print

Title: \_\_\_\_\_ Telephone:(\_\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Address of Buyer: \_\_\_\_\_

Please provide the following COMPANY INFORMATION:

Are you a broker or an intermediary Yes\_\_\_\_ No \_\_\_\_

Your Website \_\_\_\_\_

What kind of companies are you looking for? Parameters? \_\_\_\_\_

What is your capital base? Private Equity Group Committed Fund, Investor Pool, Company funds etc.

\_\_\_\_\_

If you have an ownership interest a similar company to the one described in this offering or are a private equity group or any other kind of investment company and have a similar company in your portfolio or are affiliated with a similar company, please list the name and website and location of the similar company below.

Name \_\_\_\_\_

Website \_\_\_\_\_ Location \_\_\_\_\_

Name \_\_\_\_\_

Website \_\_\_\_\_ Location \_\_\_\_\_

If more than two please attach an addition page.